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03-19-0  
(1 page)

1761

PTO/SB/82 (09-03)  
Approved for use through 11/30/2005. OMB 0651-0035  
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**REVOCATION OF POWER OF  
ATTORNEY WITH  
NEW POWER OF ATTORNEY  
AND  
CHANGE OF CORRESPONDENCE ADDRESS**

|                        |               |
|------------------------|---------------|
| Application Number     | 10/091,149    |
| Filing Date            | March 4, 2002 |
| First Named Inventor   | Yang          |
| Art Unit               | 1761          |
| Examiner Name          | Becker        |
| Attorney Docket Number | N-33563A      |

I hereby revoke all previous powers of attorney given in the above-identified application.

☐ A Power of Attorney is submitted herewith.

OR

☒ I hereby appoint the practitioners associated with the Customer Number:

001095

☒ Please change the correspondence address for the above-identified application to:

☒ The address associated with  
Customer Number:

001095

OR

☐ Firm or  
Individual Name

Address

Address

City

State

Zip

Country

Telephone

Fax

I am the:

☐ Applicant/Inventor.

☒ Assignee of record of the entire interest. See 37 CFR 3.71.  
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

**SIGNATURE of Applicant or Assignee of Record**

Name

Jörg Dietz / Céline Rouquayrol

Signature

Date

March 12, 2004

Telephone

41 61 324-3490

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below\*.

☐ \*Total of \_\_\_\_\_ forms are submitted.

This collection of information is required by 37 CFR 1.36. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

**FILING BY "EXPRESS MAIL"  
UNDER 37 CFR 1.10**

EV 365588751 US

**Express Mail Label Number**

March 18, 2004

**Date of Deposit**



PTO/SB/96 (08-03)  
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**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner: Novartis AG

Application No./Patent No.: 10/091,149 Filed/Issue Date: March 4, 2002

Entitled: JUICE BASED BEVERAGE COMPOSITION

Novartis AG, a Swiss Corporation  
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.  
The extent (by percentage) of its ownership interest is \_\_\_\_\_ %  
in the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Baokang Yang To: Bristol-Myers Squibb Co.  
The document was recorded in the United States Patent and Trademark Office at  
Reel 012974, Frame 0895, or for which a copy thereof is attached.
2. From: Bristol-Myers Squibb Co. To: Novartis AG  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
3. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.  
[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

March 12, 2004  
Date  
41 61 324 5830 (Rouquayrol)  
Telephone number

Jörg Dietz / Céline Rouquayrol  
Typed or printed name  
[Signature]  
Signature  
Head of Global Patents  
Title  
Patent Specialist

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

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UNDER 37 CFR 1.10**

EV 365588751 US

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March 18, 2004

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**ASSIGNMENT**

WHEREAS, I/WE, the undersigned, have made certain invention or inventions which are disclosed in patent application(s) and/or provisional patent application(s) entitled:

**JUICE BASED BEVERAGE COMPOSITIONS**

WHEREAS, BRISTOL-MYERS SQUIBB COMPANY, a Delaware corporation, having a place of business at Lawrenceville-Princeton Road, Princeton, New Jersey 08543-4000, U.S.A., its successors and assigns, is desirous of acquiring the entire right, title and interest in and to said invention or inventions and any and all patents to be obtained therefor;

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, I/WE do hereby sell, assign and transfer to said BRISTOL-MYERS SQUIBB COMPANY, its successors and assigns, the entire right, title and interest in and to said invention or inventions, in any form or embodiment thereof, and in and to said application(s); and in and to any and all applications filed in any country based thereon, including the right to file application in countries other than the country of priority filing under the provisions of any international convention; also in and to any and all improvements on said invention or inventions now or hereafter made by me/us as employee(s), agent(s) or contractor(s) of said BRISTOL-MYERS SQUIBB COMPANY, its successors and assigns, also the entire right, title and interest in and to any and all patents, including reissues and extensions thereof, to be obtained in any country upon said invention, inventions or improvements, and any and all continuing applications, including divisional, continuation and continuation-in-part applications, substitute applications, and applications claiming benefit of an earlier filed provisional application, which may be filed upon said invention, inventions or improvements in any country; and

I/WE hereby authorize and request the issuing authority to issue any and all patents on said application or applications to said BRISTOL-MYERS SQUIBB COMPANY, its successors and assigns, as assignee of the entire interest.

I/WE further agree, without any payment by BRISTOL-MYERS SQUIBB COMPANY, its successors and assigns, other than in reimbursement of reasonable expenses I/we may incur, to communicate to said BRISTOL-MYERS SQUIBB COMPANY, its representatives or agents, any facts relating to said invention, inventions or improvements, including evidence for purposes of interference, opposition or other legal proceedings, whenever requested; testify in any interference, opposition or other legal proceedings, whenever requested; and execute and deliver, on request, all lawful papers required to make any of the foregoing provisions effective.

IN TESTIMONY WHEREOF, I have hereto set my hand on the date set after my signature.

Signature: Baokang Yang

Date: 05/10/02

Name: Baokang Yang

Residence: 2159 Ridge West Rd SE #7 Grand Rapids MI 49508

State of MICHIGAN

County of KENT

On this 10th day of May, 2002, before me personally appeared Baokang Yang, to me known to be the person who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed; in testimony whereof I have hereto set my hand and official seal on the day last above-written.

THOMAS H. CLIPPERT  
Notary Public

THOMAS H. CLIPPERT  
Notary Public, Kent County, MI  
My Commission Expires 5/7/2004

My Commission expires 5-7-04

### Intellectual Property Assignment

This Intellectual Property Assignment (this "Assignment"), dated as of February 13, 2004 (the "Effective Date"), is made and entered into by and between Bristol-Myers Squibb Company, a Delaware corporation ("Assignor"), and Novartis AG, a Swiss corporation ("Assignee") (each a "Party," and together, the "Parties").

A. Pursuant to that certain Amended and Restated Asset Purchase Agreement among Assignor and Novartis Medical Health, Inc., Novartis Pharma K.K. and Assignee (collectively, the "Purchasers") and Novartis Nutrition Corporation, dated as of December 13, 2003 (the "Purchase Agreement"), pursuant to which, among other things, Assignor and the Selling Affiliates have sold or caused to be sold to Purchasers the Acquired Assets and Purchasers have assumed the Assumed Liabilities (all capitalized terms used but not defined herein shall have the meanings given such terms in the Purchase Agreement);

B. As a condition to Closing, the Parties agreed to enter into this Agreement pursuant to which Assignor shall assign to Assignee all of its respective right, title and interest in and to such intellectual property, formulae and know how.

NOW THEREFORE, in consideration of the promises and mutual agreements set forth in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby sells, assigns, conveys and transfers to Assignee, its successors and assigns, all of Assignor's respective right, title and interest, throughout the world, in and to the following (the "Transferred Intangible Assets"):

- (a) All patents, patent applications and statutory invention registrations set forth on Schedule 1.02(a)(ii)(A) of the Seller Disclosure Letter which are owned by Assignor (attached hereto as Schedule A), together with all counterparts, reissues, divisions, continuations, continuations-in-part, extensions, provisional, supplemental protection certificates, renewals and reexaminations thereof;
- (b) All domain name registrations, trademark registrations and trademark applications set forth on Schedule 1.02(a)(ii)(B) of the Seller Disclosure Letter which are owned by Assignor (attached hereto as Schedule B), together with the goodwill associated therewith, and with all extensions and renewals thereof;
- (c) all copyright registrations and copyright applications set forth on Schedule 1.02(a)(ii)(C) of the Seller Disclosure Letter which are



owned by Assignor (attached hereto as Schedule C), together with all extensions and renewals thereof;

- (d) the Transferred Trade Dress owned by Assignor, other than such items listed on Schedule 1.02(b) of the Seller Disclosure Letter;
- (e) the Transferred Product Formulae owned by Assignor;
- (f) the Transferred Manufacturing Knowhow owned by Assignor; and
- (g) subject to the Choice License Agreement, the Patent License Agreement and the Knowhow License Agreement, all rights of Assignor to sue for damages and obtain injunctive relief for future (from and after the Closing) infringement, misappropriation, dilution, violation, unfair competition or breach with respect to the foregoing.

2. Due Authorization. Assignor hereby authorizes and requests the Commissioner of Patents of the United States and Commissioner of Trademarks of the United States, Register of Copyrights of the United States and any official of any state or foreign country whose duty it is to issue intellectual property registrations, to issue all registrations from any applications for registration included in the Transferred Intangible Assets to Assignee.

3. Further Assurances; Recordation. Assignor covenants and agrees that it will, upon the reasonable request of Assignee, execute and deliver, or cause to be executed or delivered, such further documents prepared by Assignee at Assignee's expense and take such further actions that may be necessary or desirable to assist Assignee in perfecting the assignment, conveyance and transfer of the Transferred Intangible Assets hereunder, including, without limitation, any assignment documents required to be recorded under the laws of relevant foreign jurisdictions to perfect the assignment, conveyance and transfer hereunder.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, applicable to contracts executed in and to be performed entirely within that state.

5. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

NOVARTIS AG

BRISTOL-MYERS SQUIBB COMPANY

By: J. Walther

By: Sandra Leung

Name: Joerg Walther  
Title: Authorized Signatory

Name: Sandra Leung  
Title: Secretary

By: I. Sollerer

Name: Ingrid Sollerer  
Title: Authorized Signatory Under  
Power of Attorney





SCHEDULE A  
PATENTS AND PATENT APPLICATIONS

# Transferred Patents

| MJ Docket No. | Territory              | Patent No. (Pub. No.) | Issue Date/ Pub. Date | Appl. No.   | Filing Date |
|---------------|------------------------|-----------------------|-----------------------|-------------|-------------|
| MJ-707        | United States          | 5472952               | 5-Dec-95              | 08/033719   | 18-Mar-93   |
| MJ-718        | Australia              | 700108                | 15-Apr-99             | 13603/95    | 3-Mar-95    |
| MJ-718        | Canada                 | 2142946               | 23-Oct-01             | 2142946     | 20-Feb-95   |
| MJ-718        | Philippines            | 31906                 | 2-Apr-99              | 49891       | 3-Feb-95    |
| MJ-718        | Thailand               |                       |                       | 25617       | 3-Mar-95    |
| MJ-718        | Taiwan                 | 125208                | 8-May-01              | 84101004    | 7-Feb-95    |
| MJ-718        | United States          | 5550108               | 27-Aug-98             | 08/208555   | 4-Mar-94    |
| MJ-719        | United States          | D360582               | 25-Jul-95             | 29/021636   | 21-Apr-94   |
| MJ-721        | Australia              | 705131                | 19-Aug-99             | 40437/95    | 15-Dec-95   |
| MJ-721        | Brazil                 |                       |                       | P19505807-9 | 13-Dec-95   |
| MJ-721        | Canada                 |                       |                       | 2185274     | 14-Dec-95   |
| MJ-721        | Great Britain          | 2295954               | 9-Sep-98              | 9525898.8   | 15-Dec-95   |
| MJ-721        | Hong Kong              | HK1001893             | 14-Apr-00             | 98100894.2  | 27-Jan-98   |
| MJ-721        | Japan                  |                       |                       | 7-327383    | 15-Dec-95   |
| MJ-721        | Mexico                 |                       |                       | 855241      | 13-Dec-92   |
| MJ-721        | Malaysia               |                       |                       | P195003480  | 18-Nov-95   |
| MJ-721        | Philippines            | 32040                 | 2-Jun-99              | 51907       | 14-Dec-95   |
| MJ-721        | Singapore              |                       |                       | 9502167-1   | 18-Dec-95   |
| MJ-721        | Thailand               |                       |                       | 29246       | 14-Dec-95   |
| MJ-721        | Taiwan                 | 85849                 | 9-Aug-97              | 84111792    | 7-Nov-95    |
| MJ-721        | United States          | 5545411               | 13-Aug-96             | 08/356986   | 18-Dec-94   |
| MJ-722A       | Australia              | 709143                | 2-Dec-99              | 32991/95    | 3-Oct-95    |
| MJ-722A       | Canada                 |                       |                       | 2159058     | 25-Sep-95   |
| MJ-722A       | Germany                |                       |                       | 95202853.2  | 3-Oct-95    |
| MJ-722A       | European Patent Office |                       |                       | 95202853.2  | 3-Oct-95    |
| MJ-722A       | United States          | 5680842               | 26-Aug-97             | 08/435568   | 6-May-95    |
| MJ-722A       | France                 |                       |                       | 95202853.2  | 3-Oct-95    |
| MJ-722A       | Great Britain          |                       |                       | 95202853.2  | 3-Oct-95    |
| MJ-722A       | Japan                  |                       |                       | 7-256421    | 3-Oct-95    |
| MJ-722A       | Philippines            | 31545                 | 3-Nov-98              | 51393       | 28-Sep-95   |
| MJ-722A       | Thailand               |                       | 25-Feb-97             | 28212       | 2-Oct-95    |
| MJ-722A       | Taiwan                 | 84390                 | 3-Sep-98              | 84100983    | 7-Feb-95    |
| MJ-727        | United States          | 6077558               | 20-Jun-00             | 08/220217   | 23-Dec-98   |
| MJ-727 DIV    | United States          | 6436464               | 20-Aug-02             | 08/524291   | 14-Mar-00   |
| MJ-749        | United States          | (20030099753 A1)      | 28-May-03             | 10/091149   | 4-Mar-02    |
| MJ-749        | Taiwan                 |                       |                       | 91133631    | 18-Nov-02   |

